

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 16th day of December, 2015, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, through its **DEPARTMENT OF PROPERTY AND PROCURMENT** on behalf of the **DEPARTMENT OF AGRICULTURE** (hereinafter referred to as "Government") and **NATE OLIVE, d.b.a. RIDGE TO REEF** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to produce a Forest Legacy General Management Plan for Estate Northstar Plots #1, 1A, and 5, such property being land purchased under the USDA – Forest Service – International Institute of Tropical Forestry (IITF) Forest Legacy Program, more particularly described below; and

WHEREAS, the Contractor represents that he is willing and capable of providing such services and is duly incorporated and in good standing under the laws of the United States Virgin Islands;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the following services described in Addendum I (Scope of Work) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution by the Governor of the United States Virgin Islands, and shall terminate after twelve (12) consecutive months, thereafter.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I, (Scope of Work) agrees to pay the Contractor the sum of no more than Fifteen Thousand Seven Hundred Twenty-Eight Dollars and No Cents (\$15,728.00) payable in accordance with the provisions set forth in Addendum II (Compensation)

The Contractor is hereby permitted to subcontract and/or assign the work of title searches and surveys to any such entities as are licensed to provide such professional services in the US Virgin Islands.

10. INDEMNIFICATION

Contractor agrees to investigate, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which the Contractor may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction is exclusive in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specify with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instance shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This Contract constitutes the entire agreement of the parties relating to the subject matter

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addressed in this Contract. This Contract supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Contract, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the contractor in writing in the event that it elects to exercise its right to withhold. No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful. The Contractor shall have the right to withhold the provision of services, as outlined in the attached Addendum I (Scope of Work), if the Government fails to compensate the Contractor as provided for in Item 3 above, and the attached Addendum II (Compensation).

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on ten (10) days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by either party in part, whenever either shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor or Government a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract

are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

(a) Contractor covenants that he has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(b) Contractor further covenants that he is:

(1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the Legislature, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

(2) a territorial officer or employee and, as such, has:

(i) familiarized himself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof:

(ii) not made, negotiated or influenced this Contract, in his official capacity;

(iii) no financial interest in the Contract as that term is defined in Section 1101,

(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract is the date of approval by the Governor.

22. NOTICE

Any notice required to be given by the Terms of this contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT:

Randolph Bennett
Commissioner
Department of Property and Procurement
3274 Estate Richmond
Christiansted, VI 00820-4200

Carlos Robles
Commissioner of Agriculture
Department of Agriculture
RR 1 Box 10345
Kingshill, VI 00850

CONTRACTOR:

Nate Olive
d.b.a. Ridge to Reef
Virgin Islands Sustainable Farm Institute
P.O. Box 2903
Frederiksted, VI 00841

23. LICENSURE

The Contractor covenants that it has:

- a. obtained all of the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
- b. familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. WARRANTY OF NON-SOLICITATION

The Contractor expressly warrants that it has employed no person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such

procurement, and that it has not paid, or promised or agreed to pay any person, in consideration of such procurement, or in compensation for services in connection therewith any brokerage, commissioner, or percentage upon the amount received by it hereunder; and that it has not, in estimating the contract price demanded by it included any such by reason of such brokerage, commission or percentage; and that all monies payable to him hereunder are free from obligation to any person for services rendered, or supposed to have been rendered, in the procurement of this contract.

Breach of the warranty shall give the Government the right to terminate this Contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

25. DEBARMENT CERTIFICATION

By execution of this contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

26. FALSE CLAIM

Contractor warrants that it shall not, with respect to this contract, make or present any claim upon or against the government of the Virgin Islands, or any officer, department, board, commission, or agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded in whole or in part by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false,

fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

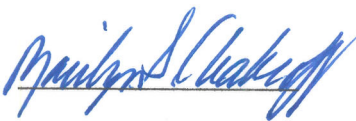
28. OTHER PROVISIONS

Addendum I – Scope of Work and Addendum II – Compensation attached hereto are a part of the contract and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESS:

GOVERNMENT OF THE VIRGIN ISLANDS





Date 9/4/15

CARLOS ROBLES
Commissioner
Virgin Islands Department of Agriculture





Date 12/8/15

RANDOLPH BENNETT
Commissioner
Department of Property & Procurement

CONTRACTOR:

 8/24/15



Date 8/24/15

NATE OLIVE
Owner
d.b.a. RIDGE TO REEF

APPROVED: